

Problem Resolution Report

Interim Data Center Services NG/CoSD-006

Date: October 20, 2006

Summary:

In accordance with the provisions of the IT and Telecommunications Service Agreement dated January 24, 2006 ("the Agreement") by and between the County of San Diego ("County") and Northrop Grumman Information Technology, Inc. ("Northrop Grumman" or "Contractor") (hereinafter collectively referred to as "the Parties") agreement is reached on the date shown above.

Issue or Problem:

The Parties wish to provide for a continuation of services previously performed by Computer Sciences Corporation ("CSC") under the Information Technology and Telecommunications Service Agreement between CSC and the County, dated August 31, 2002 ("the CSC Contract"), in accordance with the provisions, specifications and Minimum Acceptable Service Levels ("MASLs") contained therein ("CSC Data Center Services"), as necessary, until such time as the Data Center Services Framework Transition Critical Milestone is fully completed by the Contractor (as defined in the Agreement).

Resolution:

The County and Northrop Grumman have agreed that:

- 1. Until the Data Center Services Framework Transition Critical Milestone as specified in the Agreement has been fully completed by the Contractor, Northrop Grumman will provide for a continuation of any CSC Data Center Services and those services otherwise performed by CSC that are within the scope of Northrop Grumman's Data Center Services Framework for which Northrop Grumman has not assumed operational support responsibility, all of which shall be referred to herein as "Interim Data Center Services";
- 2. The delivery of Interim Data Center Services shall commence on October 21, 2006 and terminate when Northrop Grumman has completed the Data Center Services Framework Transition Critical Milestone (currently scheduled to be March 31, 2007) ("the Interim Period"); and
- 3. The pricing for Interim Data Center Services from Northrop Grumman to the County shall be the same as provided under CSC's contract with the County for such services. Northrop Grumman will reflect such pricing in chargeback data provided to the County. If the Framework Transition Critical Milestone is not completed by March 31, 2007, then the pricing for Interim Data Center Services



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shall revert to and become the pricing as set forth in the Agreement for Data Center Services, at the County's election.

4. During the Interim Period, Northrop Grumman shall use best efforts to attain the

Data Center Services Transition Cr	itical Milestone as specified in the Agreement.
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shall govern the Parties' actions under the Agreement is implemented in accordance value.	s described in this Problem Resolution Report e Agreement until a formal amendment of the with the terms of the Agreement, at which time emed superseded and shall be null and void.
that such terms and conditions set forth in	ement remain unchanged and the Parties agree the Agreement shall continue to apply. Unless shall have the same meaning as those given in
IN WITNESS WHEREOF, THE Parties executed by their authorized representate Report as of the date first written above.	s hereto, intending to be legally bound, have ives and delivered this Problem Resolution
	NORTHROP GRUMMAN INFORMATION
COUNTY OF SAN DIEGO	TECHNOLOGY, INC.
By: Mulie L. Mone	By:
Name: <u>Michael Moore</u>	Name: RANDOCPH PAISST
Title: CFO	Title: DR. CONFRACTS
Date: 12/13/06	Date: 1-2/13/2006
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